



Dear Colleague,

The National Library of Medicine is pleased to announce the solicitation of quotations from community-based organizations and libraries to design and conduct projects that will improve access to HIV/AIDS related health information for patients, the affected community, and their caregivers. This solicitation is specifically addressed to minority communities to provide opportunities to acquire resources and expertise that may not now be available. Our belief is that access to quality health information will assist members of every community in making important medical decisions about their health and ultimately result in better health.

Enclosed is the Request for Quotations (RFQ NO.04-079/CYC) package. If you decide to submit a proposal, please carefully review the instructions, mandatory criteria, and technical evaluation criteria. If you have any questions regarding the RFQ or submission of your proposal, please contact Cara Y. Calimano at (301) 496-6127 or email to: [CalimaC@mail.nlm.nih.gov](mailto:CalimaC@mail.nlm.nih.gov). I encourage you to share information about this solicitation with your colleagues and others in your community. Information about previously funded AIDS Community Information Outreach projects can be found on the NLM website at <http://www.sis.nlm.nih.gov/HIV/HIVOutProj.html>.

Proposals are due no later than 2:00 pm local prevailing time on June 18, 2004.

Sincerely,

Nicole C. Dancy  
Office of Outreach & Special Populations  
Division of specialized Information Services  
National Library of Medicine

<b>REQUEST FOR QUOTATIONS</b> (THIS IS NOT AN ORDER)		THIS RFQ IS <input type="checkbox"/> IS NOT A SMALL BUSINESS-SMALL PURCHASE SET-ASIDE (52.219-4)		PAGE <u>1</u> OF <u>1</u> PAGES	
1. REQUEST NO.  <b>RFQ NLM 04-079CYC</b>		2. DATE ISSUED  <b>03/11/04</b>	3. REQUISITION/PURCHASE REQUEST NO.  <b>QEQ40015</b>	4. CERT. FOR NAT. DEF. UNDER BDSA REG.2  AND/OR DMS REG.1 <b>&lt;</b>	RATING
5A. ISSUED BY  <b>National Library of Medicine Office of Acquisitions Management 8600 Rockville Pike, Bldg. 38A, Rm. B1N20 Rockville, Maryland 20894</b>				6. DELIVER BY (Date)	
				7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)  <b>Cara Y. Calimano (301)496-6127 CalimaC@mail.nlm.nih.gov</b>				9. DESTINATION (Consignee and address, including ZIP Code)	
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE					
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE ON OR BEFORE CLOSE OF BUSINESS (Date)  <b>06/18/04 2:00 P.M.</b>		11. BUSINESS CLASSIFICATION (Check appropriate boxes) a. STANDARD INDUSTRIAL CLASSIFICATION CODE _____    b. SMALL BUSINESS SIZE STANDARD <input type="checkbox"/> SMALL <input type="checkbox"/> OTHER THAN SMALL <input type="checkbox"/> DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED			
<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.					
<b>12. SCHEDULE (Include applicable Federal, State and local taxes)</b>					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	<b>PROFESSIONAL SERVICES:</b>				
	It is the intent of the National Library of Medicine to procure services to design and conduct projects that will improve access to HIV/AIDS-related information by patients, the affected community, and their care givers.  <b>PERIOD OF PERFORMANCE:</b>  09/30/04 – 03/31/06 See Attached Statement of Work				
13. DISCOUNT FOR PROMPT PAYMENT <b>&lt;</b>		10 CALENDAR DAYS  %	20 CALENDAR DAYS  %	30 CALENDAR DAYS  %	CALENDAR DAYS  %
<b>NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.</b>					
14. NAME AND ADDRESS OF QUOTER (Street, city, county, State and ZIP Code)			15. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		16. DATE OF QUOTATION
			17. NAME AND TITLE OF SIGNER (Type or print)		18. TELEPHONE NO. (Include area code)

## TABLE OF CONTENTS

I.	Statement of Work	
A.	Background Information – Why NLM is providing this funding	3
B.	Purpose and Objectives – What NLM hopes to accomplish by supporting these activities	3
C.	Period of Performance – How long you have to do the project	5
D.	Reporting Requirements – Telling NLM what you are doing and what you have accomplished	5
E.	Deliverables	6
F.	Government Property	7
II.	General Information	
A.	Instructions to Offerors	8
B.	NAIC Code and Size Standard	13
C.	Technical Proposal Instructions	13
D.	Number of Copies	14
E.	Number of Awards	14
F.	Commitment of Public Funds	14
G.	Communications Prior to Purchase Order Award	15
H.	Comparative Importance of Quotes	15
I.	Preparation Costs	15
J.	Potential Award Without Discussions	15
K.	Ordering Terms and Conditions	15
L.	Purchase Order Terms and Conditions	16
M.	Representations and Certifications.	16
N.	Privacy Act	16
O.	Selection of Offeror	17
P.	Solicitation Provisions	17
III.	How to Apply - Instructions for Preparing the Technical Portion of the Quotation	
A.	Introduction	17
B.	Technical Discussions	18
C.	Evaluation of the Technical Portion of Quotations – How NLM decides which projects to fund	20
D.	Evaluation Factors for Award	21
E.	Cost Quotation Instructions	22
IV	How to Prepare the Budget - Instructions for Preparing the Business Portion of the Quotation	
A.	Basic Cost/Price Information	22
B.	Information other than cost/pricing data	22

V. Attachments

- A. Purchase Order Terms and Conditions (1 page).
- B. Addendum to Terms and Conditions of Purchase Order (6 pages).
- C. Representations, Certifications, and Other Statements of Offerors or Quoters (Simplified Acquisitions) (23 pages).
- D. Standard Award - Proposal Cover Page (1 page) (**Must be submitted with proposal**).
- E. Express Award – Proposal Cover Page (1 page) (**Must be submitted with proposal**).
- F. Matrices (4 pages) (**Must be submitted with proposal**).
- G. Activity Charts (4 pages) (**Must be submitted with proposal**).
- H. Checklist for Submission (3 pages) (**Do not submit**).
- I. Cost Breakdown Form (1 page) (**Must be submitted with proposal**).
- J. Application for NLM AIDS Information Express Award (4 pages) (**Must be submitted with proposal**).
- K. Instructions for Final Report (4 pages) (**Do not submit**)

## **I. STATEMENT OF WORK**

### **A. BACKGROUND INFORMATION**

NLM and NIH recognize that it is critical to establish relationships with organizations that encourage and foster communication and information access. A major effort to enhance understanding of information needs, resources, and services began in June 1993 when NLM and the NIH Office of AIDS Research cosponsored a conference that brought together users of NIH information resources, including health care providers, scientists, information specialists, journalists, and members of the community affected by HIV/AIDS. The purpose of the conference was to review the various HIV/AIDS information services, assess current efforts with respect to needs, and identify additional needs. The resultant recommendations were widely circulated and continue to be utilized for planning and informational purposes. The report is available on the NLM AIDS web site (<http://sis.nlm.nih.gov/nihrpt.htm>)

Patients and the affected community want access to the latest information and they want that information to be accurate. They also want their caregivers to have the latest and best information. Despite its tremendous potential, many members of this community do not have ready access to electronic information resources. NLM is committed to assisting community-based organizations to obtain the ability to access and use the spectrum of information resources that are currently available.

On May 9, 1994, the National Library of Medicine issued a Request for Quotations (RFQ) for AIDS Outreach. Similar solicitations were issued in 1995 - 2003 (see <http://sis.nlm.nih.gov/aidp.htm> for a list of award recipients). The purpose of these projects was to improve access to HIV/AIDS-related information by patients, the affected community, and their caregivers. As a result of these RFQs, over 170 organizations have received awards.

### **B. PURPOSE AND OBJECTIVES**

The primary purpose of these outreach projects is to design local programs for improving health information access for patients and the affected community as well as their caregivers and the general public. Emphasis is on providing information or access to health and medical information in a way meaningful to the target community.

Projects must involve one or more of the following information access categories:

1. Information Retrieval: To provide or improve access to electronic AIDS- and other health-related information resources by the organization or by the clients they serve in and to implement access to state-of-the-art AIDS-related information tools via the Internet. This may require the purchase of hardware (computer equipment), software, or contractual relationships necessary to obtain a connection to the Internet for the purpose of accessing AIDS-related information or of sharing AIDS-related information.

2. Skills Development: Training to develop skills in accessing or using HIV/AIDS-related information including using online databases and general AIDS information resources in order to improve services and benefits to the community. This may include training for the staff of the agency, development of training programs for clients and patrons, training programs for other agencies, etc.
3. Resource Development: To support an organization to meet the needs of their clients or communities by developing specific educational or informational materials such as culturally or language specific fact sheets, bibliographies, guides or other products.
4. Document Access: Access to HIV/AIDS-related documents and other types of health information. e.g., Development of connections with local health sciences libraries to obtain use of their collections, to procure interlibrary loan services, etc.

NLM is particularly interested in involving the affected community in the development of these new programs. Emphasis will be placed upon the following types of organizations or arrangements for developing these programs.

- a. Community-based organizations (CBO) or patient advocacy groups currently providing AIDS-related services to the affected community. This encompasses both individual groups wishing to enhance their own services, as well as several cooperating for the purpose of this project.
- b. Public Libraries wishing to serve their communities in the provision of AIDS-related information and resources.
- c. Health departments or other local, municipal, or state agencies working to improve the public health.
- d. Faith-based organizations currently providing AIDS-related services to the affected community.
- e. Multi-type consortia of the above listed organizations that may be in existence or formed specifically for this project. This consortium should include at least one of the groups listed above in the management of the project, but may include other types of agencies, such as health sciences libraries, that may be able to provide expertise and resources for the project. Where necessary, formation of consortia for the purpose of carrying out an NLM-supported project is strongly encouraged.

To take advantage of what has been learned so far, NLM has modified this program to now include two categories of awards:

- (1) Standard award with a maximum value of \$50,000. A full, detailed proposal must be submitted. The award may be made for a new project or the continuation or expansion of a project previously funded by NLM
- (2) Express award with a maximum value of \$10,000. A format for a simplified proposal is included in the solicitation package. An express award may be made for a new project or for the continuation or expansion of a previously funded project.

Each of these categories will be evaluated separately. NLM anticipates making multiple awards in each category depending upon the number and quality of proposals received. NLM anticipates making the following number of awards:

Category 1 – Standard award: 2 – 8 awards

Category 2 – Express award: 5 – 30 awards

C. PERIOD OF PERFORMANCE

The period of performance of this purchase order shall be up to eighteen (18) months from the date the project begins. Awards will be made by September 30, 2004.

D. REPORTING REQUIREMENTS

During the course of the project the contractor shall prepare and submit the following reports:

STANDARD AWARD

1. Quarterly Reports: Include a narrative description of the activities during the reporting period and the activities planned for the ensuing reporting period. As a minimum, this report shall include progress toward the major objectives of the project and any problems encountered and steps taken to resolve them.
2. Final Report: Include a narrative summary of the project's accomplishments; copies of all materials developed as part of the project; any evaluation and measurable impact upon the community targeted. The final report shall be submitted on or before the tenth day after the end of the performance period and be submitted in the following format contained in Attachment K:

EXPRESS AWARD

1. Mid-project Report: After nine months, or half way through the project a narrative report shall be submitted to NLM. This report shall include a description of the project made toward achieving the major objectives of the project and any problems encountered as well as steps taken to resolve them.
2. Final Report: Include a narrative summary of the project's accomplishments; copies of all materials developed as part of the project; any evaluation and measurable impact upon the community targeted. The final report shall be submitted on or before the tenth day after the end of the performance period and be submitted in the following format contained in Attachment K:

In addition, recipients of either type of award:

3. NLM Evaluation: NLM anticipates performing an overall evaluation of the effectiveness of this procurement. All contractors are required to participate fully in this evaluation. The evaluation may take one or more of the following forms: a site visit by an NLM

representative; written or verbal responses to NLM inquiries; a symposium held at NLM or other sites which will require presentations and discussions by the project directors; and others to be determined later.

E. DELIVERABLES

THE FOLLOWING SECTIONS OF DELIVERY/REPORTING SCHEDULE AND GOVERNMENT PROPERTY WILL TAKE EFFECT UPON AWARD OF THE PURCHASE ORDER

**\*\*\*\*REPORTING SCHEDULE WILL BE COMPLETED UPON AWARD OF THE PURCHASE ORDER\*\*\*\***

- a. Satisfactory performance shall be deemed to occur upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the stated delivery schedule. The items specified below shall be delivered f.o.b. destination in accordance with any by the delivery dates(s) specified below:

Item	Description	Reporting Period	Delivery Date
(aa)	Materials developed as a result of the project		
(bb)	Demonstration and copy of any software developed to improve access to HIV/AIDS-related information		
(cc)	Quarterly Reports with updated matrices (STANDARD AWARD) or Midproject Report (EXPRESS AWARD)		
(dd)	Final Report with completed matrices		
(ee)	NLM Evaluation		



- (ff) Publicity received by the project in any media such as newspapers, local television news, newsletters, etc.
- (gg) Pictures or photographs of project activities or personnel involved in the project along with releases permitting NLM to use these pictures in reports, on the web or in other NLM materials

b. Copies of Reports

Copies of the above items shall be addressed and delivered to the following individuals in the quantities specified below:

Report	No. of Copies	Addressee
Quarterly Reports	1	TO BE NAMED AT TIME OF AWARD
Final Report	2	Project Officer National Library of Medicine 6707 Democracy Blvd. Suite 510, Room _____ Bethesda, Maryland 20892-5467
Final Report	1	Cara Y. Calimano Contracting Officer's Representative Office of Acquisitions Management National Library of Medicine 8600 Rockville Pike Building 38A, Room B1N20 Bethesda, Maryland 20894

F. GOVERNMENT PROPERTY

- a. After the contract is awarded, the Contractor shall furnish to the Contracting Officer or his/her representative, price quotations from three (3) individual small businesses for any equipment to be purchased as a part of the contract. The Contractor shall also furnish any justifications to document why a particular brand of equipment was selected. Upon receipt of the three (3) price quotations the Contracting Officer shall submit to the Contractor his/her approval of the equipment purchase in writing.

b. Contractor-Acquired Government Property

(1) FOR EDUCATIONAL OR NON-PROFIT INSTITUTIONS.

Pursuant to the FAR Clause 52.245-2, GOVERNMENT PROPERTY with Alternate II (Jul. 1985), incorporated in this purchase order as Attachment 1, The contractor is hereby authorized to acquire the property for use in direct performance of the purchase order, upon receipt of the Contracting Officer's written approval, based on Contractor-furnished prices and evidence of competition. This purchase order is with an educational or nonprofit institution whose primary purpose in the conduct of scientific research. Therefore, in accordance with the Clause, GOVERNMENT PROPERTY, title to equipment shall vest in the Contractor, The Government reserves the right to direct transfer of the title to the equipment to the Government or to a third party within twelve months after completion or termination of the purchase order. The transfer of title to such equipment to the Government or to a third party shall not be the basis for any claim against the Government by the Contractor.

(2) FOR COMMERCIAL OR FOR PROFIT INSTITUTIONS

Pursuant to the FAR Clause 52.245-2 GOVERNMENT PROPERTY, incorporated in this purchase order as Attachment 1, the Contractor will be authorized to acquire the property for use in direct performance of the purchase order, upon receipt of the Contracting Officer's written approval, based on Contractor-furnished prices and evidence of competition.

**II. GENERAL INFORMATION TO OFFERORS**

A. INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION

(a) *Definitions.* As used in this provision--

*Discussions* are negotiations that occur that may, at the Contracting Officer's discretion, result in the quoter being allowed to revise its quotation.

*In writing or written* means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

*Quotation modification* is a change made to a quotation before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

*Quotation revision* is a change to a quotation made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

*Time*, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last

day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Quoters shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) *Submission, modification, revision, and withdrawal of quotations.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, quotations and modifications to quotations shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the quoter. Quoters using commercial carriers should ensure that the quotation is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
  - (2) The first page of the quotation must show--
    - (i) The solicitation number;
    - (ii) The name, address, and telephone and facsimile numbers of the quoter (and electronic address if available);
    - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
    - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the quoter's behalf with the Government in connection with this solicitation; and
    - (v) Name, title, and signature of person authorized to sign the quotation. Quotations signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
  - (3) *Late quotations and revisions.* (i) Any quotation received at the office designated in the solicitation after the exact time specified for receipt of quotes will not be considered unless it is received before award is made and--
    - (A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of quotations (e.g., a quotation submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
    - (B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;
    - (C) It was sent by U.S. Postal Service Express Mail Next Day

Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of quotations. The term "working days" excludes weekends and U.S. Federal holidays;

- (D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of quotations; or
  - (E) There is acceptable evidence to establish that it was received at the activity designated for receipt of quotations and was under the Government's control prior to the time set for receipt of quotations, and the Contracting Officer determines that accepting the late quotation would not unduly delay the procurement; or
  - (F) It is the only quotation received.
- (ii) Any modification or revision of a quotation or response to request for information, including any final quotation revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.
  - (iii) The only acceptable evidence to establish the date of mailing of a late quotation or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the quotation, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, quoters or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
  - (vi) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the quotation wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
  - (vii) The only acceptable evidence to establish the date of mailing of a late quotation, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.

“Postmark” has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, quoters or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

- i. Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful quotation that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
  - ii. Quotations may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile quotations, quotations may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Quotations may be withdrawn in person by a quoter or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the quotation before award.
- (viii) If an emergency or unanticipated event interrupts normal Government processes so that quotations cannot be received at the office designated for receipt of quotations by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of quotations will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.
- (4) Unless otherwise specified in the solicitation, the quoter may propose to provide any item or combination of items.
- (5) Quotations submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.
- (6) Quoters may submit modifications to their quotations at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Quoters may submit revised quotations only if requested or allowed by the Contracting Officer.
- (8) Quotations may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

- (d) *Quotation expiration date.* Quotations in response to this solicitation will be valid for a period of 30 calendar days (unless a different period is proposed by the quoter).
- (e) *Restriction on disclosure and use of data.* Quoters that include in their quotations data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend: This quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this quotation. If, however, a purchase order is awarded to this quoter as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting purchase order. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
  - (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this quotation.
- (f) *Purchase order award.*
- (1) The Government intends to award a purchase order or purchase orders resulting from this solicitation to the responsible quoter(s) whose quotation(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
  - (2) The Government may reject any or all quotations if such action is in the Government's interest.
  - (3) The Government may waive informalities and minor irregularities in quotations received.
  - (4) The Government shall evaluate quotations and may award a purchase order without discussions with quoters (except clarifications as described in FAR 15.306(a)). Therefore, the quoter's initial quotation should contain the quoter's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
  - (5) The Government reserves the right to make an award on any item for a quantity less than the quantity quoted, at the unit cost or prices quoted, unless the quoter specifies otherwise in the quotation.
  - (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

- (7) Exchanges with quoters after receipt of a quotation do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a quotation is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A quotation may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

B. NAIC CODE AND SIZE STANDARD

NOTICE TO QUOTERS: THE FOLLOWING INFORMATION IS TO BE USED IN COMPLETING BLOCK 11 OF SF 18, REQUEST FOR QUOTATIONS; AND FAR 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS (JANUARY 1997) OF THE ATTACHED REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS (SIMPLIFIED ACQUISITIONS).

1. The North American Industry Classification System (NAIC) code for this acquisition is 541990.
2. The small business size standard for this acquisition is \$6 million.
3. This requirement is not set-aside for small business. However, the Federal Acquisition Regulation (FAR) requires in every solicitation, (except for foreign acquisitions) the inclusion of the Standard Industrial Classification (SIC) Code and corresponding size standard which best describes the nature of the requirement in the solicitation.

C. TECHNICAL PROPOSAL INSTRUCTIONS

Proposals will be accepted from individual community-based organizations, consortia of community-based organizations, faith-based organizations, public libraries, health sciences libraries, departments of public health, or multi-type consortia, which include CBOs, patient advocacy groups, or public libraries (e.g., CBO and hospital library).

STANDARD AWARD

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. The technical approach should include as much detail as you consider necessary to fully explain the proposed approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. In addition to the narrative, the MATRIX (Attachment B) must be completed with the goals, target audience, etc., for the project.

The technical proposal to clearly describe what work will be performed as part of the overall project, how it will be performed, who will be doing the work, and how the work related to the overall goals of the proposed project. In addition, the proposal should address why this project is significant and should be funded.

Proposals, which merely offer to conduct a program in accordance with the requirements of the Government's scope of work, will not be eligible for further consideration.

**A Checklist for Submission is included as Attachment H. This checklist is intended to help you; it is not a requirement and does not need to be included in your proposal. This list includes information that reviewers look for and use in evaluating the proposals.**

**PROJECT DESCRIPTIONS ARE EXPECTED TO BE BRIEF -- APPROXIMATELY 10 PAGES.**

D. NUMBER OF COPIES

**PROPOSERS SHOULD SUBMIT ONE ORIGINAL AND NINE (9) COPIES OF THE QUOTATION.**

Every proposal must include Attachment D or Attachment E as the cover of the entire proposal. Attachment D and Attachment E indicates the category for which the proposal is being submitted and includes a one (1) paragraph project summary; and submitted in an original and nine (9) copies to the address shown in Block 5A of the Standard Form 18.

E. NUMBER OF AWARDS

It is anticipated that multiple awards will be made from this solicitation and that the award(s) will be made on or about September 30, 2004. To take advantage of what has been learned so far, NLM has modified this program to now include two categories of awards:

- (1) Standard award with maximum value of \$50,000. A full, detailed proposal must be submitted. The award may be made for a new project or the continuation or expansion of a project previously funded by NLM.
- (2) Express award with a maximum value of \$10,000. A format for simplified proposal is included in the solicitation package. An express award may be made for a new project or for the continuation or expansion of a previously funded project.

F. COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.



G. COMMUNICATIONS PRIOR TO PURCHASE ORDER AWARD

Quoters shall direct all communications to the attention of the Purchasing Agent cited in Block 5B of SF 18, Request for Quotations. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

H. COMPARATIVE IMPORTANCE OF QUOTES

You are advised that paramount consideration shall be given to the evaluation of the technical portion of quotes. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. However, the Government reserves the right to make an award to the best advantage of the Government, cost and other factors considered.

I. PREPARATION COSTS

This RFQ does not commit the Government to pay for the preparation and submission of a quotation.

J. POTENTIAL AWARD WITHOUT DISCUSSIONS

The Government reserves the right to award a purchase order without discussions if the Contracting Officer determines that the initial prices are fair and reasonable and that discussions are not necessary.

K. ORDERING TERMS AND CONDITIONS

- X The quoter must specify the unit price quoted for each Item Number listed in Block 12(b) of SF 18.
- X Prices quoted for this RFQ are Open Market or General Services Administration (GSA) Federal Supply Schedule (FSS) prices. For items quoted from the FSS, the quoter must cite its FSS contract number. The quoter must also provide a copy of its FSS contractor's price list with its quote.
- X The quoter must indicate the Quantity, Item, and Trade Discounts being quoted for each line item listed in Block 12(b) of the SF 18. If none, so state.
- X The quoter must indicate a period of delivery, citing the number of days after receipt of a purchase order document in which delivery will be performed.
- X The quoter must indicate the F.O.B. Point (cite 'O' for Origin and 'D' for Destination). [Reference Item No. \*\*\*\*(QEQ40015)\*\*\*\*, Transportation & Shipping Terms, of the attached Addendum to Terms and Conditions of Purchase Order.]

L. PURCHASE ORDER TERMS AND CONDITIONS

The attached Purchase Order Terms and Conditions shall be made a part of any purchase order awarded as a result of this RFQ.

The attached Addendum to Terms and Conditions of Purchase Order shall be made a part of any purchase order awarded as a result of this RFQ.

M. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS (SIMPLIFIED ACQUISITIONS)

The attached Representations, Certifications, and Other Statements of Offerors or Quoters (Simplified Acquisitions) shall be completed and submitted as part of the quotation.

N. PRIVACY ACT

The Privacy Act of 1974 (P.L. 93-579) requires that a Federal agency advise each individual whom it asks to supply information, the authority which authorizes the solicitation, whether disclosure is voluntary or mandatory, the principal purpose for which the information is intended to be used, the uses outside the agency which may be made of the information, and the effects on the individual, if any, of not providing all or any part of the requested information.

The NIH is requesting the information called for in this RFQ pursuant to the authority provided by Sec. 301(a)(7) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.

Providing the information requested is entirely voluntary. The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a purchase order.

Failure to provide any or all of the requested information may result in a less than adequate review.

In addition, the Privacy Act of 1974 (P.L. 93-579, Section 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the social security number is voluntary. Social security numbers are requested for the purpose of accurate and efficient identification, referral, review and management of NIH acquisition programs. Authority for requesting this information is provided by Section 301 and Title IV of the PHS Act, as amended.

The information provided by you may be routinely disclosed for the following purposes:

- X to the cognizant audit agency and the General Accounting Office for auditing.
- X to the Department of Justice as required for litigation.
- X to respond to congressional inquiries.
- X to qualified experts, not within the definition of Department employees, for opinions as a part of the review process.

O. SELECTION OF OFFEROR

1. The acceptability of the technical portion of each quotation will be evaluated by a technical review committee or a member of the Government's technical staff. Each quotation will be evaluated in strict conformity with the evaluation criteria in the RFQ utilizing point scores and written critiques. The quoter may be requested to submit clarifying information.
2. The business portion of each quotation will be subjected to a cost/price analysis (as appropriate), management analysis, etc.
3. If award will be made without conducting discussions, quoters may be given the opportunity to clarify certain aspects of their quotations (e.g., the relevance of a quoter's past performance information and adverse past performance information to which the quoter has not previously had an opportunity to respond) or to resolve minor or clerical errors.
4. Best-Value Analysis. A final best-value analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, and ability to complete the work within the Government's required schedule. The Government reserves the right to make an award to the best advantage of the Government, technical merit, cost, and other factors considered.
5. The NLM reserves the right to make a single award, multiple awards, or no award at all as a result of this RFQ. In addition, the RFQ may be amended or canceled as necessary to meet NLM's requirements.

P. SOLICITATION PROVISIONS INCORPORATED BY REFERENCE [FAR 52.252-1 (FEBRUARY 1998)].

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The quoter is cautioned that the listed provisions may include blocks that must be completed by the quoter and submitted with its quotation. In lieu of submitting the full text provisions, the quoter may identify the provision by paragraph identifier and provide the appropriate information with its quotation. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (48CFR CHAPTER 1):

- a. Submission of Offers in the English Language, FAR 52.214-34 (April 1991).
- b. Submission of Offers in U.S. Currency, FAR 52.214-35 (April 1991).

### **III. HOW TO APPLY – INSTRUCTIONS FOR PREPARING THE TECHNICAL PORTION OF THE QUOTATION**

#### **A. INTRODUCTION**

Proposals will be accepted from individual community-based organizations, consortia of community-based organizations, faith-based organizations, public libraries, health sciences libraries, departments of public health, tribes, or multi-type consortia, which include CBOs, patient advocacy groups, or public libraries (e.g., CBO and hospital library).

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. The technical approach should include as much detail as you consider necessary to fully explain the proposed approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. In addition to the narrative, the MATRIX (Attachment F) must be completed with the goals, target audience, etc., for the project.

The technical proposal to clearly describe what work will be performed as part of the overall project, how it will be performed, who will be doing the work, and how the work related to the overall goals of the proposed project. In addition, the proposal should address why this project is significant and should be funded.

Proposals, which merely offer to conduct a program in accordance with the requirements of the Government's scope of work, will not be eligible for further consideration.

A Checklist for Submission is included as Attachment H. This checklist is intended to help you, it is not a requirement and does not need to be included in your proposal. This list includes information that reviewers look for and use in evaluating the proposals.

**PROJECT DESCRIPTIONS ARE EXPECTED TO BE BRIEF -- APPROXIMATELY 10 PAGES.**

#### **B. TECHNICAL DISCUSSIONS**

The suggested outline for the technical discussion is as follows:

1. Cover sheet: Include project title, date of submission, name, address, telephone, telefacsimile and e-mail (if available) numbers of the submitting organization along with specific contact personnel for both administrative and technical aspects of the project (may be the same person). In addition, a one-paragraph summary of the project (approximately 250-400 words) should be included.
2. Statement of work: Should describe the project and include at least the following information:

Objectives. State the overall goals/objectives and the specific accomplishments to be achieved. Indicate the need for the project and its relationship to any similar projects

currently underway, if any.

Background Information. Provide a narrative description of the project including what will be done, who (organizations or agencies) will be doing it, and why it is important.

Description of target group(s). Describe the populations you are focusing on for your project. Describe specifically who will be most likely to benefit from the project. If available include estimates of numbers of individuals in the target populations and the geographic area included.

Approach and Methodology. Clearly outline the general plan of work. Describe in detail the methodologies you will use for the project, include any problems you anticipate.

Evaluation. Describe plans for evaluating the success of the project. Recommend ways that NLM might use in evaluating this and similar projects.

Matrix. Fill out the Matrix (Attachment B) appropriately to reflect the goals, objectives, timelines, and benchmarks for your proposal.

Project schedule. Provide a realistic schedule for completion of the work and delivery of items specified in the statement of work.

Charts. Fill out charts in Attachment F with (1) Types of activities planned, (2) Names and types of organizations involved in the project, (3) Target populations

3. Personnel: Describe the experience and qualifications of personnel who will work on this project. Information is required which will show the qualifications of the personnel and their recent experience with similar projects. Resumes or CVs of key staff should be included. If personnel are to be hired, job descriptions with specific qualifications should be included.
4. Facilities. Include a description of the facilities and resources at the proposing organizations that will be used to support this project. Provide letters of commitment from all the involved organizations. The letters of commitment should specify what each organization will doing or providing for the proposed project.

Funds may be requested for the following (these are examples only and are not meant to be all-inclusive):

- ☞ Purchase of equipment or materials for the project
- ☞ Salaries of additional staff to support the project or release current staff to carry out the project
- ☞ Document delivery
- ☞ Communications access costs
- ☞ Travel necessary for the project
- ☞ Developing, producing, and distributing materials for the project
- ☞ Evaluating the project
- ☞ Costs to obtain or provide training in accessing information resources

Notice: Provide clear and detailed justification for your approach. For example, do not propose developing a web page for your organization without including details about how this will improve information access for the target population and why another HIV/AIDS web page is necessary with all those currently available.

#### EXPRESS AWARD

1. The format provided must be used when submitting the proposal. Additional information may be provided, if necessary, but is not required
2. The narrative description of the project should include a description of the work to be undertaken and how it will be done. It should briefly touch upon how the project is to be organized, staffed and managed. The work to be conducted must relate to the goals and objectives stated for the project.
3. If CVs are not provided, the descriptions of the personnel involved in the project must include statements about their prior experience, education, and training.
4. Attachment E – Cover Sheet for Express Awards must be included

#### C. EVALUATION OF TECHNICAL PORTION OF QUOTATION

The technical portion of quotations will be evaluated in accordance with the factors, weights, and order of relative importance as described below entitled “EVALUATION FACTORS FOR AWARD”.

Quotations which merely offer to conduct the work in accordance with the requirements of the Government’s scope of work will not be eligible for award. The quoter must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.

Evaluation of the technical portion of quotations will be conducted by a technical review committee or a member of the Government’s technical staff in accordance with the weighted technical criteria stated in EVALUATION FACTORS FOR AWARD. This evaluation produces a numerical score (points) which is based upon the information contained in the quoter’s quotation only.

##### 1. QUALIFICATIONS OF THE QUOTER

You are requested to submit a summary of your General Experience, Organizational Experience Related to this RFQ, Performance History, and Pertinent Acquisitions.

- a. General Experience: defined as general background, experience and qualifications of the quoter. A discussion of the quoter’s facilities which can be devoted to the project may be appropriate.
- b. Organizational Experience Related to this RFQ: defined as the accomplishment of work, either past or on-going, which is comparable or related to the effort required by this RFQ. This includes the quoter’s overall experience, but not the

experience and/or past performance of individuals who are included in the quotation as personnel involved with the Statement of Work in this RFQ.

- c. Performance History: defined as meeting acquisition objectives within delivery and cost schedules on efforts, either past or on-going, which is comparable or related to the effort required by this RFQ.
- d. Pertinent Acquisitions: defined as a listing of each related acquisition completed within the last three years or currently in process. The listing should include: (1) the acquisition number; (2) acquiring agency; (3) acquisition dollar value; (4) dates acquisition began and ended (or ends); (5) description of acquisition work; (6) explanation of relevance of work to this RFQ; and (7) actual delivery and cost performance versus delivery and cost agree to in the acquisition(s).

You are cautioned that omission or an inadequate or inaccurate response to this very important RFQ requirement could have a negative effect on the overall selection process. Previous work experience which is relevant to the ability of the quoter to perform will be considered in the source selection process.

## 2. PRICING

Prices to the Government shall be as low or lower than those charged to the quoter's most favored customer for comparable quantities under similar terms and conditions in addition to any trade or prompt payment discounts offered. Accordingly, discounts notwithstanding, the quoter must ensure that the items sold to the Government in the particular commodity category meet the requirement for "most favorable pricing" to the Government.

## D. EVALUATION FACTORS FOR AWARD

### 1. General

In the selection of the contractor(s) for this acquisition, paramount consideration shall be given to the evaluation of the technical proposals rather than cost or price. The evaluation will be based on the demonstrated capabilities of the prospective proposers in relation to the needs of the project as set forth in the RFQ. The merits of each proposal will be evaluated carefully, based on responsiveness to the RFQ and the thoroughness and feasibility of the technical approach taken. Proposers must submit information sufficient to evaluate their proposals based on the detailed criteria listed below. PROPOSALS WILL BE SCORED AGAINST THESE CRITERIA, SO PLEASE BE CERTAIN THAT ALL CRITERIA HAVE BEEN ADDRESSED IN YOUR SUBMISSION.

## 2. Mandatory Qualification Criteria

Listed below are mandatory qualification criteria that establish conditions that must be met in order for the proposal to be considered:

- a. The project must specifically target AIDS-related health information needs of the affected community, their care givers, or the general public including, but not limited to, allied health professionals, social workers, or case managers. At least one of the organizations managing the project must be a community-based organization, library or department of public health.
- b. The project must be conducted within the United States.
- c. For proposals in the Standard Award category project budgets shall not exceed \$50,000, including indirect costs. For Express Award category the project budgets shall not exceed \$10,000.
- d. Every proposal must include Submission Category and Contact Information (Attachment D or Attachment E) as the cover of the entire proposal. Attachment D and Attachment E indicates the category for which the proposal is being submitted.

## E. COST QUOTATION INSTRUCTIONS

Quoters shall submit a detailed breakdown of estimated costs by tasks to be performed and number of hours required to complete each task. In addition, a summary total amount shall be furnished for the entire project.

Proposers shall submit a detailed budget providing a breakdown and justification for the costs included in each expenditure category. Use the form supplied as Attachment I to submit your budget.

## IV. INSTRUCTIONS FOR PREPARING THE BUSINESS PORTION OF THE QUOTATION

### A. BASIC COST/PRICE INFORMATION

Proposers shall submit a detailed budget providing a breakdown and justification for the costs included in each expenditure category. The categories listed are not exhaustive and should be modified for the specific items you are requesting.

Use the Cost Breakdown Form supplied (Attachment I) to submit your budget.

### B. INFORMATION OTHER THAN COST OR PRICING DATA

The information submitted shall consist of data to permit the Contracting Officer and authorized representatives (NLM staff) to determine price reasonableness or cost realism, e.g., information to support an analysis of material costs or information on prices and



quantities at which the quoter has previously sold the same or similar items or carried out the same or similar work.

Any information submitted must support the price proposed. Include sufficient detail or cross reference to clearly establish the relationship of the information provided to the price proposed. Support any information provided by explanations or supporting rational as needed to permit the Contracting Officer and authorized representatives to evaluate the documentation.

The information may be submitted in the quoter's own format.

## TECHNICAL EVALUATION CRITERIA

### STANDARD AWARD

#### Criterion A

45 points

##### Technical Approach

The logic and feasibility of the technical approach to providing HIV/AIDS-related information services to the community in a way meaningful to the target community. The proposal should include sufficient detail to show an understanding of the project and describe how the project will be conducted, and what need(s) the project will help to meet. The rationale and need for the project must be clearly defined. Include also the approach to assess the value of the project. If the proposal is for an extension or expansion of a previously funded NLM project, the proposal should explain the need for the extension or expansion. It should address what has been learned from the earlier project and what changes, if any, will be made as a result of what has been learned. The impact of prior project(s) should also be discussed. Plans for continuing the project after the period of performance for this funding concludes should also be discussed.

#### Criterion B

35 points

##### Organization(s) Involved, Facilities, Personnel, and Resources

A description of the organization(s) making the proposal, its (their) primary clientele, services currently provided, experience, facilities and supporting documentation. The experience of the organization and its personnel in developing or conducting similar projects to provide information or information services about HIV/AIDS to members of the community. Demonstrated evidence of facilities and resources adequate to support the proposed project and letters of commitment from all the organizations involved in the project. Include descriptions of the proposed personnel (include CVs or resumes) who will actually carry out the project with their experience and qualifications.

#### Criterion C

20 points

##### Target Communities

Description of the target group(s) for this project and a description of their need for this project. The target groups should be clearly described along with any existing relationships between the proposer and the target populations. If available, include descriptions of any studies, needs assessments, evaluations, etc. that you or others have done to determine the needs for this project. Provide an indication of the potential impact on the target group(s).

## TECHNICAL EVALUATION CRITERIA

### EXPRESS AWARD

#### Criterion A

60 points

##### Technical Approach

The logic and feasibility of the technical approach to providing HIV/AIDS-related information services to the community in a way meaningful to the target community. The goals and objectives should be clearly stated, logical and feasible. The brief narrative description of the work to be carried out should be aligned with the stated objectives. The narration should briefly address the need for the project and potential impact.

#### Criterion B

25 points

##### Organization(s) Involved, Facilities, Personnel, and Resources

Complete listing of names and types of organizations involved should be included. Mention of their roles and responsibilities should be included in the general narrative. Descriptions of personnel who will be carrying out the work of the project should be included with indication of their qualifications, education, training and experience. CVs or resumes should be included, if available.

#### Criterion C

15 points

##### Target Communities

Target audiences should be characterized by use of the chart included in the Express application. There should be a clear or obvious relationship between the organizations involved and the target audience. If there is not, some narrative justification should be included. In the description of the assessment to be used there should be some indication of the potential impact on the target audience.

Funds may be requested for the following (these are examples only and are not meant to be all-inclusive):

- ❖ Purchase of equipment or materials for the project
- ❖ Salaries of additional staff to support the project or release current staff to carry out the project
- ❖ Document delivery
- ❖ Communications access costs
- ❖ Travel necessary for the project
- ❖ Developing, producing, and distributing materials for the project
- ❖ Evaluating the project
- ❖ Costs to obtain or provide training in accessing information resources

**Notice:** Provide clear and detailed justification for your approach. For example, do not propose developing a web page for your organization without including details about how this will improve information access for the target population and why another HIV/AIDS web page is necessary with all those currently available.

**FAR Clause 52.213-4, Terms and Conditions--Simplified Acquisitions**  
(Other Than Commercial Items) (February 2001)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

- |   |  |
|---|--|
| <p>(1) The clauses listed below implement provisions of law or Executive order:</p> <p>(i) 52.222-3 <b>Convict Labor</b> (Aug 1996) (E.O. 11755).</p> <p>(ii) 52.225-13 <b>Restrictions on Certain Foreign Purchases</b> (Jul 2000) (E.O.s 12722, 12724, 13509, 13067, 13121, and 13129).</p> <p>(iii) 52.233-3 <b>Protest After Award</b> (Aug 1996) (31 U.S.C. 3553).</p> | <p>(2) Listed below are additional clauses that apply:</p> <p>(i) 52.232-1 <b>Payments</b> (Apr 1984).</p> <p>(ii) 52.232-8 <b>Discounts for Prompt Payment</b> (May 1997).</p> <p>(iii) 52.232-11 <b>Extras</b> (Apr 1984).</p> <p>(iv) 52.232-25 <b>Prompt Payment</b> (Jun 1997).</p> <p>(v) 52.233-1 <b>Disputes</b> (Dec 1998).</p> <p>(vi) 52.244-6 <b>Subcontracts for Commercial Items and Commercial Components</b> (Oct 1998).</p> <p>(vii) 52.253-1 <b>Computer Generated Forms</b> (Jan 1991).</p> |
|---|--|
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, when the applicable circumstances apply:

- |   |   |
|---|---|
| <p>(1) The clauses listed below implement provisions of law or Executive order:</p> <p>(i) 52.222-20 <b>Walsh-Healey Public Contracts Act</b> (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States).</p> <p>(ii) 52.222-26 <b>Equal Opportunity</b> (Feb 1999) (E.O. 11246) (Applies to contracts over \$10,000).</p> <p>(iii) 52.222-35 <b>Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era</b> (Apr 1998) (38 U.S.C. 4212) (Applies to contracts over \$10,000).</p> <p>(iv) 52.222-36 <b>Affirmative Action for Workers with Disabilities</b> (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000).</p> <p>(v) 52.222-37 <b>Employment Reports on Disabled Veterans and Veterans of the Vietnam Era</b> (Jan 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).</p> <p>(vi) 52.222-41 <b>Service Contract Act of 1965</b>, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500).</p> <p>(vii) 52.222-19 <b>Child Labor-Cooperation with Authorities and Remedies</b> (Feb 2001) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold).</p> <p>(viii) 52.223-5 <b>Pollution Prevention and Right-to-Know Information</b> (Apr 1998) (E.O. 12856) (Applies to services performed on Federal facilities).</p> <p>(ix) 52.225-1 <b>Buy American Act--Balance of Payments Program Supplies</b> (Feb 2000) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--</p> | <p>(A) Is set aside for small business concerns; or</p> <p>(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.</p> <p>(x) 52.232-33 <b>Payment by Electronic Funds Transfer-Central Contractor Registration</b> (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)</p> <p>(xi) 52.232-34 <b>Payment by Electronic Funds Transfer-Other than Central Contractor Registration</b> (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)</p> <p>(xii) 52.247-64, <b>Preference for Privately Owned U.S.-Flag Commercial Vessels</b> (June 2000) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels.)</p> |
|---|---|
- (2) Listed below are additional clauses that may apply:
- |  |  |
|--|--|
| <p>(i) 52.209-6 <b>Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</b> (July 1995) (Applies to contracts over \$25,000).</p> <p>(ii) 52.211-17 <b>Delivery of Excess Quantities</b> (Sept 1989) (Applies to fixed-price supply contracts).</p> <p>(iii) 52.247-29 <b>F.o.b. Origin</b> (Jun 1988) (Applies to supplies if delivery is f.o.b. origin).</p> <p>(iv) 52.247-34 <b>F.o.b. Destination</b> (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).</p> |  |
|--|--|

(c) FAR 52.252-2, **Clauses Incorporated by Reference** (FEB 1998). This contract incorporates one or more FAR or HHSAR clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of FAR clauses may be accessed electronically at this address: <http://www.arnet.gov/far>.

(d) **Inspection/Acceptance.** The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights:

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

- (e) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (f) **Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) **Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (h) **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.  
(End of Clause)
- (i) The Contractor shall comply with the following additional Federal Acquisition Regulation (FAR) Clauses, incorporated by reference, when the applicable circumstances apply. Each reference includes abbreviated information on when the clause applies, and full prescription information is included in the FAR or HHSAR.:

52.207-5	<b>Option to Purchase Equipment</b> (Feb 95) (applicable in contracts involving lease with option to purchase.)	52.223-10	<b>Waste Reduction Program</b> (Oct 97) (applicable for contractor operation of Government owned or leased facilities.)
52.208-8	<b>Helium Requirement Forecast and Required Sources for Helium</b> (Jun 97) (applicable in contracts involving a major helium requirement.)	52.223-11	<b>Ozone-Depleting Substances</b> (Jun 96) (The contractor shall label products with a WARNING indicating the specific substance contained in the product being furnished as specified within this clause.)
52.208-9	<b>Contractor Use of Mandatory Sources of Supply</b> (Mar 96) (applicable when contractor will provide supplies for Government's use.)	52.223-12	<b>Refrigeration Equipment and Air Conditioners</b> (May 95)
52.211-5	<b>New Material</b> (Oct 97)(Applicable to supply contracts)	52.224-1	<b>Privacy Act Notification</b> (Apr 84)(applicable when the design, development or operation of a system of records on individuals is required)
52.211-16	<b>Variation in Quantity</b> (Apr 84) (The permissible variations for all items are "0" unless otherwise stated in the schedule.)	52.224-2	<b>Privacy Act</b> (Apr 84) (applicable when the design, development or operation of a system of records on individuals is required)
52.213-2	<b>Invoices</b> (Apr 84) (For subscriptions and similar requirements where advance payment is authorized.)	52.225-3	<b>Buy-American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program</b> (Feb 00) (Over \$25,000 and not set aside for small business, not foreign, not R&D. For other exemptions see FAR 25.401 & 25.406) <b>Alternate I</b> (Feb 00) (applicable if exceeds \$25,000 but is less than \$50,000) <b>Alternate II</b> (Feb 00) (applicable if \$50,000 or more but less than \$54,372.)
52.213-3	<b>Notice to Supplier</b> (Apr 84) (Applicable to unpriced purchase orders.)	52.227-14	<b>Rights in Data--General</b> (Jun 87)
52.219-6	<b>Notice of Total Small Business Set-Aside</b> (Jul 96) (Applicable to total small business set-asides > \$2,500.)	52.227-17	<b>Rights in Data--Special Works</b> (Jun 87) (applicable when contract will compile data for the Government=s internal use.)
52.222-42	<b>Statement of Equivalent Hires</b> (May 89) (applicable for orders > \$2,500 under the Service Contract Act.) The following class(es) of service personnel are expected to be employed under this order at the listed wage and fringe benefit rates:	52.227-18	<b>Rights in Data--Existing Works</b> (Jun 87) (applicable when contracting exclusively for, without modification, existing audiovisual and similar work.)
52.223-3	<b>Hazardous Material Identification and Material Safety Data</b> (Jan 97), <b>Alternate I</b> (Jul 95) (Applicable to orders involving hazardous materials) (Offeror must include listing of materials before or at time of award.)	52.227-19	<b>Commercial Computer Software--Restricted Rights</b> (Jun 87) (applicable to orders for existing computer software, excluding GSA multiple award schedule contracts.)
52.223-6	<b>Drug-Free Workplace</b> (Jan 97) (Applicable to orders with individuals)	52.232-23	<b>Assignment of Claims</b> (Jan 86)
52.223-7	<b>Notification of Radioactive Materials</b> (Jan 97) (The contractor shall notify the Contracting Officer ____ days prior to delivery of or completion of work as specified within this clause.)	52.237-2	<b>Protection of Government Buildings, Equipment, and Vegetation</b> (Apr 84) (Applicable to work performed at a Government site.)
		52.237-3	<b>Continuity of Services</b> (Jan 91)

- |           |  |           |  |
|-----------|--|-----------|--|
| 52.237-7  | <b>Indemnification and Medical Liability Insurance</b> (Jan 97) (For nonpersonal/professional service contracts for medical/health care services)  | 52.243-6  | <b>Change Order Accounting</b> (Apr 84) (applicable for supply and Research and Development contracts of significant technical complexity.)  |
| 52.239-1  | <b>Privacy or Security Safeguards</b> (Aug 96) (applicable for contracts for information technology which require security of information including the design, development, or operation of a system of records using commercial information technology.)   | 52.245-1  | <b>Property Records</b> (Apr 84) (applicable when Government retains administration of Government property furnished to the contractor.)   |
| 52.242-10 | <b>F.o.b. Origin--Government Bills of Lading or Prepaid Postage</b> (Apr 84) (applicable when f.o.b. origin shipments are to be made using Government bill of lading or prepaid postage.)  | 52.245-4  | <b>Government Furnished Property (Short Form)</b> (Apr 84)   |
| 52.242-11 | <b>F.o.b. Origin--Government Bills of Lading or Indicia Mail</b> (Apr 94) (applicable when f.o.b. origin shipments are to be made using Government bill of lading or indicia mail, when indicia mail has been authorized.)   | 52.247-1  | <b>Commercial Bill of Lading Notations</b> (Apr 84) (applicable when delivery terms will be f.o.b. origin)   |
| 52.242-15 | <b>Stop Work Order</b> (Aug 89) (applicable when contracting by negotiation.)  | 52.247-32 | <b>F.o.b. Origin Freight Prepaid</b> (Jun 88) (when delivery term is specified as F.O.B. Origin, freight prepaid)  |
| 52.242-17 | <b>Government Delay of Work</b> (Apr 84)   | 52.247-35 | <b>F.o.b. Destination with Consignee's Premises</b> (Apr 84) (when delivery term is specified as F.O.B. Destination within consignee's premises)   |
| 52.243-1  | <b>Changes--Fixed Price</b> (Aug 87) (for supplies);<br><b>Alternate I</b> (Apr 84) (for services other than architect-engineer or other professional services);<br><b>Alternate II</b> (Apr 84) (for services with supplies);<br><b>Alternate III</b> (Apr 84) (for professional services);<br><b>Alternate IV</b> (Apr 84) (for transportation services);<br><b>Alternate V</b> (Apr 84) (for R&D) | 52.247-65 | <b>F.o.b. Origin Prepaid Freight - Small Package Shipments</b> (Jan 91) (when delivery term is specified as F.O.B. origin and the Contracting Officer specifically references this clause in the purchase order)   |
|           |  | 52.247-66 | <b>Returnable Cylinders</b> (May 94) (applicable when order involves the purchase of gas in contractor furnished cylinders) (Cylinders will be loaned to the Government at no charge for ___ days. After that the Government will pay rental of \$ ____/day/cylinder as specified in this clause.) |
|           |  | 52.251-1  | <b>Government Supply Sources</b> (Apr 84)  |
- (j) The Contractor shall comply with the following Department of Health and Human Services Acquisition Regulation/Public Health Service Acquisition Regulation (HHSAR/PHSAR) (48 CFR CHAPTER 3) Clauses, incorporated by reference, when the applicable circumstances apply:
- |                |   |                |   |
|----------------|---|----------------|---|
| PHS 352.223-70 | <b>Safety and Health (Deviation)</b> (Aug 97) (applicable to services involving hazardous materials or operations)  | HHS 352.270-6  | <b>Publication and Publicity</b> (Jul 91) (applicable to all contracts.)  |
| HHS 352.224-70 | <b>Confidentiality of Information</b> (Apr 84) (applicable when contracting officer specifies its use.)   | HHS 352.270-7  | <b>Paperwork Reduction Act</b> (Apr 84) (applicable to all contracts.)  |
| HHS 352.270-1  | <b>Accessibility of Meetings, Conferences and Seminars to Persons with Disabilities</b> (Apr 84) (applicable when contractor will conduct meetings, conferences, or seminars open to the public or DHHS employees.) | PHS 352.280-1b | <b>Protection of Human Subjects</b> (Oct 86) (applicable when human subjects will be used as research subjects) |
|                |   | PHS 352.280-2b | <b>Care of Live Vertebrate Animals</b> (Oct 86) (Applicable to services involving live vertebrate animals.)     |
- (k) The Offeror shall comply with the following Federal Acquisition Regulation (FAR) and Department of Health and Human Services Acquisition Regulation/Public Health Service Acquisition Regulation (HHSAR/PHSAR) provisions, incorporated by reference, when the applicable circumstances apply:
- |           |  |                |  |
|-----------|--|----------------|--|
| 52.214-34 | <b>Submission of Offers in the English Language</b> (Apr 91) (applicable when contract will be subject to NAFTA or contracting officer specifies its use.) | 52.223-4       | <b>Recovered Material Certification</b> (Oct 97) (Certification established by order acceptance.)                    |
| 52.214-35 | <b>Submission of Offers in U.S. Currency</b> (Apr 91) (applicable when contract will be subject to NAFTA or contracting officer specifies its use.)        | 52.237-1       | <b>Site Visit</b> (Apr 84) (applicable for services to be performed on Government installations.)                    |
| 52.222-21 | <b>Certification of Nonsegregated Facilities</b> (Apr 84) (Over \$10,000) (Certification established by order acceptance.)                                 | PHS 352.280-1a | <b>Notice to Offerors of Requirements of 45 CFR Part 46, Protection of Human Subjects</b> (Sep 85)                   |
|           |  | PHS 352.280-2a | <b>Notice to Offerors of Requirement for Adequate Assurance of Protection Of Vertebrate Animal Subjects</b> (Sep 85) |

## Invoice and Payment Provisions

The following clause is applicable to all purchase orders: **Prompt Payment** (Jun 97) FAR 52.232-25. Highlights of this clause and NIH implementation requirements follow:

### I. Invoice Requirements

(Optional but strongly encouraged.)

- A. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. A proper invoice is an "Original" which must include the items listed in subdivisions 1 through 9, below. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, edible fats or oils) with a statement of the reasons why it is not a proper invoice. (See exceptions under II., below.) Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor.
- B. Shipping costs will be reimbursed only if authorized by the Contract/Purchase Order. If authorized, shipping costs must be itemized. Where shipping costs exceed \$100, the invoice must be supported by a bill of lading or a paid carrier's receipt.
- C. Mail an original and one copy of the itemized invoice to:

National Institutes of Health  
Chief, OFM, APB  
9000 Rockville Pike  
Building 31, Room B1B39  
Bethesda, MD 20892

1. Name and Address of the Contractor.
2. Invoice date.
3. Contract/Purchase Order number.
4. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
5. Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms.)
6. Name and complete mailing address where payment is to be sent.
7. Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.
8. Any other information or documentation required by the purchase order (such as evidence of shipment).
9. Invoice identification number.

For inquiries regarding payment call:

OFM, APB  
Chief, Accounts Payable Section,  
(301) 496-8613

In order to facilitate the prompt payment of invoices for AService Type Purchase Orders@ e.g. Professional Services, Programming Services, it is recommended that the vendor submit a photocopy of the invoice to the Project Officer designated for the acquisition.

## **II. Invoice Payment**

A. Except as indicated in paragraph B., below, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

1. The 30th day after the designated billing office has received a proper invoice.
2. The 30th day after Government acceptance of supplies delivered or services performed.

B. The due date for making invoice payments for meat and meat food products, perishable agricultural commodities, dairy products, and edible fats or oils, shall be in accordance with the Prompt Payment Act, as amended.

## **III. Interest Penalties**

A. An interest penalty shall be paid automatically, if payment is not made by the due date and the conditions listed below are met, if applicable.

1. A proper invoice was received by the designated billing office.
2. A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with an term or condition.
3. In the case of a final invoice for any balance of funds due the contractor for supplies delivered or services performed, the amount was not subject to further settlement actions between the Government and the Contractor.

B. Determination of interest and penalties due will be made in accordance with the provisions of the Prompt Payment Act, as amended, the Contract Disputes Act, and regulations issued by the Office of Management and Budget.



## **YEAR 2000 COMPLIANCE**

In accordance with FAR 39.106, Information Technology acquired under this contract must be Year 2000 compliant as set forth in the following clause(s):

Services Involving the Use of Information Technology (applicable when acquiring services involving the use of computer items in the performance of the requirement.)

### **YEAR 2000 COMPLIANCE--SERVICE INVOLVING THE USE OF INFORMATION TECHNOLOGY**

The Contractor agrees that each item of hardware, software, and firmware used under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

(End of Clause)

Noncommercial Supply Items Warranty (applicable when acquiring custom computer items (e.g., hardware, software and systems) and the requirement will not continue to exist after December 31, 1999.)

### **YEAR 2000 WARRANTY--NONCOMMERCIAL SUPPLY ITEMS**

The contractor warrants that each noncommercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the item documentation provided by the contractor, provided that all listed or unlisted items (e.g., hardware, software and firmware) used in combination with such listed item properly exchange date data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose noncompliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

### **YEAR 2000 COMPLIANT ITEMS**

(end of clause)

Commercial Supply Products Warranty (applicable when acquiring Year 2000 Compliant Software, Hardware and Systems comprised of COMMERCIAL INFORMATION TECHNOLOGY PRODUCTS and the requirement will not continue to exist after December 31, 1999.)

### **YEAR 2000 WARRANTY--COMMERCIAL SUPPLY ITEMS**

The contractor warrants that each hardware, software and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

### **YEAR 2000 COMPLIANT ITEMS**

(end of clause)

**EPA Energy Star Requirements** *(Applicable for direct acquisitions of computer hardware **and** when the contractor will purchase computer hardware using Government funds in the performance of the contract.)*

In compliance with Executive Order 12845 (requiring Agencies to purchase energy efficient computer equipment) all microcomputers, including personal computers, monitors, and printers that are deliverables under the procurement or are purchased by the contractor using Government funds in performance of a contract shall be equipped with or meet the energy efficient low-power standby feature as defined by the EPA Energy Star program unless the equipment always meets EPA Energy Star efficiency levels. The microcomputer, as configured with all components, must be Energy Star compliant.

This low-power feature must already be activated when the computer equipment is delivered to the agency and be of equivalent functionality of similar power managed models. If the equipment will be used on a local area network, the vendor must provide equipment that is fully compatible with the network environment. In addition, the equipment will run commercial off-the-shelf software both before and after recovery from its energy conservation mode.

**ADDENDUM TO TERMS AND CONDITIONS OF PURCHASE ORDER**  
**(Revised: August 04, 1998)**

**A. ADDENDUM**

1. YEAR 2000 COMPLIANCE

\_\_\_\_\_ Commercial Supply Products Warranty

**Year 2000 Warranty--Commercial Supply Items**

The vendor warrants that each hardware, software and firmware product delivered under this purchase order and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the product documentation provided by the vendor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the vendor requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the vendor's standard commercial warranty or warranties contained in this purchase order, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the vendor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this purchase order with respect to defects other than Year 2000 performance.

\_\_\_\_\_ Noncommercial Supply Items Warranty

**Year 2000 Warranty--Noncommercial Supply Items**

The vendor warrants that each noncommercial item of hardware, software, and firmware delivered or developed under this purchase order and listed below shall be able to accurately process date data (including, but not limited to, calculating,

comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the item documentation provided by the vendor, provided that all listed or unlisted items (e.g., hardware, software and firmware) used in combination with such listed item properly exchange date data with it. If the purchase order requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this purchase order provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose noncompliance is discovered and made known to the vendor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this purchase order with respect to defects other than Year 2000 performance.

---

#### Service Involving the Use of Information Technology

#### **Year 2000 Compliance--Service Involving the Use of Information Technology**

The vendor agrees that each item of hardware, software, and firmware used under this purchase order shall be able to accurately process date data (including but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

#### 2. ENERGY EFFICIENT COMPUTER EQUIPMENT.

In Compliance with Executive Order 12845 (Requiring Agencies to Purchase Energy-Efficient Computer Equipment) all microcomputers, including personal computers, monitors, and printers that are deliverables or are purchased by vendors using Government funds in performance of a purchase order, under the acquisition shall be equipped with or meet the energy efficient low-power standby feature as defined by the EPA Energy Star program unless the equipment always meets EPA Energy Star efficiency levels. The microcomputer, as configured with all components, must be Energy Star compliant.

This low-power feature must already be activated when the computer equipment is delivered to the agency and be of equivalent functionality of similar non-power

managed models. If the equipment will be used on a local area network, the vendor must provide equipment that is fully compatible with the network environment. In addition, the equipment will run commercial off-the-shelf software both before and after recovery from its energy conservation mode.

### 3. TRANSPORTATION & SHIPPING TERMS

The F.O.B. point for this Purchase Order is indicated in block 11 of page 1 of the Purchase Order document. The following provides an explanation of F.O.B. points as defined in the FAR, Part 47, and are applicable to this Purchase Order.

"F.O.B." means free on board. This term is used in conjunction with a physical point to determine (a) the responsibility and basis for payment of freight charges and (b) unless otherwise agreed, the point at which title for goods passes to the buyer or consignee.

"F.O.B. Origin" means free on board at origin; i.e., the seller or consignor places the goods on the conveyance by which they are to be transported. Unless this Purchase Order provides otherwise, the cost of shipping and risk of loss are borne by the buyer or consignee (Government).

For this Purchase Order, "F.O.B. Origin" is to be interpreted as "F.O.B. Origin Freight Prepaid." **All items will be delivered to the National Library of Medicine, 8600 Rockville Pike, Building 38A Loading Dock, Bethesda, Maryland 20894.** The vendor is responsible for prepaying the freight charges and shall bill freight charges as a separate line item on the invoice.

"F.O.B. Destination" means free on board at destination; i.e., the seller or consignor delivers the goods on seller's conveyance at destination. Unless the Purchase Order provides otherwise, the cost of shipping and risk of loss are borne by the seller or consignor (Contractor).

For this Purchase Order, "F.O.B. Destination" is to be interpreted as "F.O.B. Destination, within Consignee's Premises." The vendor will prepay all freight charges and will deliver to the **National Library of Medicine, 8600 Rockville Pike, Building 38A Loading Dock, Bethesda, Maryland 20894.** The vendor may not bill for shipping charges, except as described under "Special Shipping/Handling Charges" below.

### 4. SPECIAL SHIPPING/HANDLING CHARGE (FOR F.O.B. DESTINATION ONLY)

Special shipping/handling charges for overnight express shipments, shipments requiring special shipping containers and shipments requiring wet/dry ice may be authorized under this Purchase Order. "F.O.B. Special" means that special shipping or handling charges are authorized as specifically detailed in an addendum to the Purchase Order. For those items, delivery will be to a specific room with the building specified at the time of order. The vendor is responsible for prepaying the special shipping/handling charges and shall bill for them as a separate line item.

5. DELIVERY OF MATERIAL/SERVICES

Delivery schedules will be negotiated by the authorized ordering official at the time the order is placed. The delivery of goods and services must be performed between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, except when special arrangements are made by the ordering official.

All shipments delivered herein shall be addressed as directed by the ordering official and marked as indicated below.

Purchase order Number 467-FZ-123456 or 467-MZ-123456  
National Library of Medicine  
8600 Rockville Pike  
Building 38A Loading Dock  
Bethesda, Maryland 20894

6. PARTIAL DELIVERIES

Payment on partial deliveries is authorized upon receipt of a proper invoice or evidence of receipt of goods or services, whichever is later.

7. DELIVERY TICKETS

All shipments/deliveries/services under this purchase order shall be accompanied by a delivery ticket or packing slip and shall contain the following:

- a. Name of Vendor
- b. Purchase Order Number
- c. Date of Purchase
- d. Itemized List of Supplies or Services
- e. Quantity, Unit Price and Extension of Each Line Item, Less any Applicable Discounts
- f. Date of Delivery or Shipment
- g. Name, Building and Room Number of Person Placing Order

h. Delivery/Consignee Address

Upon delivery, the receiving activity shall sign the packing slip/delivery ticket and retain one copy. One copy may subsequently be required to support the invoice.

8. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk or loss or damage will be on the vendor unless loss or damage results from negligence of the Government.

9. INSPECTION AND ACCEPTANCE PERIOD

The Government reserves the right to an inspection period of not more than five (5) calendar days from the date of receipt of supplies or services prior to acceptance. The receiving report, entered into the National Institutes of Health (NIH) Administrative Data Base (ADB) System by the appropriate official, constitutes acceptance and will be acknowledged to the payment office NIH, Office of Financial Management (OFM), no later than five (5) calendar days after receipt of supplies or services.

10. PROMPT PAYMENT DISCOUNTS

The Prompt Payment Discount period, if any, shall commence on the final date of the billing period, or on the date of the receipt of a proper invoice for all deliveries accepted during the billing period, whichever is later.

11. BILLING INSTRUCTIONS

The vendor shall submit an original invoice and one (1) copy. Invoices may be submitted daily, weekly, or monthly at the discretion of the vendor, however, invoices shall **not** be submitted until goods have been delivered or services performed.

The vendor's billing name and Employer's Federal Identification Number (EIN) must agree with the vendor's name and EIN on the purchase order. Invoices from vendors other than the vendor listed in block 8 of the purchase order, will not be paid.

Mail all Original Invoices Directly to:

Project Officer

National Library of Medicine  
6707 Democracy Blvd., Suite 510  
Bethesda, Maryland 20892-5467

Inquiries relating to payment may be directed to:

Chief, Accounts Payable Section, OFM, APB  
Telephone: (301) 496-6088

**In order to facilitate the prompt payment of invoices for "Service Type Purchase Orders" e.g. Professional Services, Programming Services, it is recommended that the vendor submit a photocopy of the invoice to the Project Officer designated for the acquisition along with their Reporting requirement.**

## 12. PROMPT PAYMENT

FAR 52.232-25, Prompt Payment (JUN 1997) is supplemented with the following:

- a. The Prompt Payment Act, Public Law 97-177, (96 Stat. 85, 31 U.S.C. 1801) is applicable to payments under this purchase order and requires payment to vendors of interest on overdue payments and improperly taken discounts.
- b. Determinations of interest due will be made in accordance with the provision of the Prompt Payment Act and the above referenced clause.

## 13. RETURNED INVOICES

Invoices will be returned for: 1) failing to cite an order number; 2) citing an invalid order number; or 3) having other discrepancies on the invoice. A valid order number consists of a three (3) digit number, two (2) alpha characters and a six (6) digit number, e.g. 467-MZ-123456 or 467-FZ-123456.

Resolution and correction of the invoice will require the vendor to contact the ordering official (Person placing the order).



## PART IV - SECTION K

### Representations, Certifications, and Other Statements of Offerors or Quoters (Negotiated).

#### 1. REPRESENTATIONS AND CERTIFICATIONS

- |     |               |  |
|-----|---------------|--|
| 1.  | FAR 52.203-2  | Certification of Independent Price Determination   |
| 2.  | FAR 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (DEVIATION)                              |
| 3.  | FAR 52.204-3  | Taxpayer Identification  |
| 4.  | FAR 52.204-5  | Women-Owned Business (Other Than Small Business)   |
| 5.  | FAR 52.204-6  | Data Universal Numbering System (DUNS) Number  |
| 6.  | FAR 52.209-5  | Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters                                 |
| 7.  | FAR 52.215-6  | Place of Performance   |
| 8.  | FAR 52.219-1  | Small Business Program Representations   |
| 9.  | FAR 52.219-19 | Small Business Concern Representation for the Small Business Competitiveness Demonstration Program                                 |
| 10. | FAR 52.219-21 | Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program |
| 11. | FAR 52.219-22 | Small Disadvantaged Business Status  |
| 12. | FAR 52.222-18 | Certification Regarding Knowledge of Child Labor for Listed End Products   |
| 13. | FAR 52.222-21 | Certification of Nonsegregated Facilities  |
| 14. | FAR 52.222-22 | Previous Contracts and Compliance Reports  |
| 15. | FAR 52.222-25 | Affirmative Action Compliance  |
| 16. | FAR 52.222-48 | Exemption From Application of Service Contract Act Provisions  |
| 17. | FAR 52.223-4  | Recovered Material Certification   |
| 18. | FAR 52.223-13 | Certification of Toxic Chemical Release Reporting  |
| 19. | FAR 52.225-2  | Buy American Act--Balance of Payments Program Certificate  |
| 20. | FAR 52.225-4  | Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate                  |
| 21. | FAR 52.225-6  | Trade Agreements Certificate   |
| 22. | FAR 52.226-2  | Historically Black College or University and Minority Institution Representation   |
| 23. | FAR 52.227-6  | Royalty Information  |
| 24. | FAR 52.230-1  | Cost Accounting Standards Notices and Certification  |
| 25. | -----         | Certification Regarding Environmental Tobacco Smoke  |
| 26. | -----         | Certification of Institutional Policy on Conflict of Financial Interest  |
| 27. | FAR 15.406-2  | Certificate of Current Cost or Pricing Data  |

To Be Completed by the Offeror: **(The Representations and Certifications must be executed by an individual authorized to bind the offeror.)** The offeror makes the following Representations and Certifications as part of its proposal **(check/complete all appropriate boxes or blanks on the following pages).**

\_\_\_\_\_  
(Name of Offeror)

\_\_\_\_\_  
(RFP No.)

\_\_\_\_\_  
(Signature of Authorized Individual)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.

1. **52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APRIL 1985)**

**[NOTE: This provision is applicable when a firm-fixed price or fixed-price with economic price adjustment contract is contemplated.]**

(a) The offeror certifies that -

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

.....  
.....  
**[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];**

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2. **52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -
  - (1) No Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.

- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB Standard Form-LLL, "Disclosure of Lobbying Activities", to the Contracting Officer, and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

3. **52.204-3 TAXPAYER IDENTIFICATION (OCTOBER 1998)**

- (a) Definitions.

**Common parent**, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

**Taxpayer Identification Number (TIN)**, as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).
  - ☐ TIN:
  - ☐ TIN has been applied for.
  - ☐ TIN is not required because:
    - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
    - ☐ Offeror is an agency or instrumentality of a foreign government;
    - ☐ Offeror is an agency or instrumentality of the Federal Government.
- (e) Type of organization.
  - ☐ Sole proprietorship;
  - ☐ Partnership;
  - ☐ Corporate entity (not tax-exempt);
  - ☐ Corporate entity (tax-exempt);
  - ☐ Government entity (Federal, State, or local);
  - ☐ Foreign government;
  - ☐ International organization per 26 CFR 1.6049-4;
  - ☐ Other

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name

TIN

4. **52.204-5 WOMEN-OWNED BUSINESS (Other Than Small Business) (MAY 1999)**

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

The offeror represents that it ☐ is a women-owned business concern.

5. **52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, if located within the United States, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

6. **52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (APRIL 2001)**

(NOTE: Applies to contracts expected to exceed \$100,000.)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals --

(A) Are ☐, are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

- (B) Have [ ], have not [ ], within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
  - (C) Are [ ], are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and
  - (D) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
  - (E) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (9a)(1)(i)(B) of this provision.
- (ii) (A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has [ ] has not [ ] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protections laws--
    - (1) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or
    - (2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
    - (3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.
  - (B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and
  - (iii) The Offeror has [ ], has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

**THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.**

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to

render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

7. **52.215-6 PLACE OF PERFORMANCE (OCTOBER 1997)**

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend (**check applicable block**) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance** (Street Address  
(City, State, County, Zip Code)

**Name and Address of Owner and Operator of the Plant  
or Facility if Other than Offeror or Respondent**

8. **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)**

(Note: This provision applies to solicitations exceeding the micro-purchase threshold when the contract is to be performed in the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.)

- (a)
  - (1) The North American Industry Classification System (NAICS) code for this acquisition is [INSERT NAICS CODE].
  - (2) The small business size standard is [INSERT SIZE STANDARD].
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) **Representations.**
  - (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.
  - (2) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
  - (3) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.
  - (4) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.
  - (5) **(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)** The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled

veteran-owned small business concern.

(c) **Definitions.** As used in this provision--

**Service-disabled veteran-owned small business concern--**

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock or which is owned by one or more service-disabled veterans; and
- (ii) The Management and daily business operation of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

**Small business concern**, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

**Women-owned small business concern**, means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

**Veteran-owned small business concern** means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S. C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

(d) **Notice.**

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**ALTERNATE I (OCTOBER 2000).** As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

- (6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror

represents, as part of its offer, that--

- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

9. **52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCTOBER 2000)**

(This representation must be completed if the acquisition is for one of the four designated industry groups of the Small Business Competitiveness Demonstration Program specified in FAR 19.1005(a)[includes Construction Contracts under NAICS codes that comprise Industry Subsectors 233, 234 and 235].)

(a) **Definition**

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

- (b) **(Complete only if offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.)**

The Offeror ☐ is, ☐ is not an emerging small business.

- (c) **(Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)**

Offeror's number of employees for the past twelve months (**check this column if size standard stated in solicitation is expressed in terms of number of employees**) or Offeror's average annual gross revenue for the last 3 fiscal years (**Check this column if size standard stated in solicitation is expressed in terms of annual receipts**). (**Check one of the following.**)

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

10. **52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)**

**(Complete only if the Offeror has represented itself under the provision 52.219-1 as a small business concern under the size standards of this solicitation.)**

**(NOTE: This representation must be completed if this solicitation covers one of the ten targeted industry categories under the Small Business Competitiveness Demonstration Program and if the offeror has certified itself under the**



clause at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).

Offeror's number of employees for the past twelve months (**check this column if size standard stated in solicitation is expressed in terms of number of employees**) or Offeror's average annual gross revenue for the last three fiscal years (**check this column if size standard stated in solicitation is expressed in terms of annual receipts**). (Check one of the following.)

<u>No. of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 -250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

The ten targeted industries are as follows:

<u>Product Service Code</u>	<u>SIC Code</u>	<u>Description</u>
G004	8742	Counseling/Training/Social Rehabilitation Services
J099	7699	Maintenance, Repair and Rebuilding of Equipment (Office Machines, Text Processing Systems & Visible Record Equipment)
K099	7699	Modification of Equipment (misc.)
Q210	8099, 8742	General Health Care Services
R406	8742	Policy Review/Development Services
R497	7299	Personal Services
6505	2833, 2834 2835, 2836	Drugs and Biologics
7045	3572, 3695 5065	ADP Supplies
7110	5021	Office Furniture
7510	5112	Office Supplies

11. **52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCTOBER 1999)**

(Note: This applies to competitive solicitations over \$100,000 under the SIC Major Groups for which a price evaluation adjustment is applicable.)

(a) **General.** This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) **Representations.**

(1) **General.** The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

- ☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
  - (A) No material change in disadvantaged ownership and control has occurred since its certification;
  - (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
  - (C) It is identified, on the date of its representation, as a certified small disadvantaged business

concern in the database maintained by the Small Business Administration (PRO-Net); or

- [ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (2) [ ] **For Joint Ventures.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*
- (c) **Penalties and Remedies.** Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:
  - (1) Be punished by imposition of a fine, imprisonment, or both;
  - (2) Be subject to administrative remedies, including suspension and debarment; and
  - (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

#### **Alternate I (OCTOBER 1998)**

**(Note: Applies when price evaluation adjustment for small disadvantaged business concerns is authorized on a regional basis. Designated regions by Major SIC Category can be found at <http://www.arnet.gov/References/sdbadjustments.htm>. Currently, this includes SIC Major Industry Groups 15, 16, 17 which are all construction related groups.)**

As prescribed in 19.306(b), add the following paragraph (b)(3) to the basic provision:

- (3) Address. The offeror represents that its address \_\_\_\_\_ is, \_\_\_\_\_ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. AAddress,@ as used in this provision, means the address of the offeror as listed on the Small Business Administration=s register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, Aaddress@ refers to the address of the small disadvantaged business concern that is participating in the joint venture.

#### **12. 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (MAY 2001)**

*(Applies to all contracts for supplies over \$2,500. See FAR 22.1503 for more information)*

##### **a. Definition.**

*Forced or indentured child labor means all work or service--*

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
- b. *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

- c. *Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.
- ☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- ☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

13. **52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (FEBRUARY 1999)**

- (a) *Segregated facilities*, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

14. **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEBRUARY 1999)**

The offeror represents that --

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

15. **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1984)**

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

16. **52.222-48 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT--CONTRACTOR CERTIFICATION (AUGUST 1996)**

(NOTE: This clause is applicable to all solicitations and resultant contracts calling for maintenance, calibration, and/or repair of information technology, scientific and medical, and office and business equipment if the contracting officer determines that the resultant contract may be exempt from Service Contract Act coverage).

- (a) The following certification shall be checked:

**CERTIFICATION**

The offeror certifies [ ], does not certify [ ] that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

- (b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.
- (c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

17. **52.223-4 RECOVERED MATERIAL CERTIFICATION (OCTOBER 1997)**

(This certification is applicable in solicitations that are for, or specify the use, of recovered materials.)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

18. **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCTOBER 2000)**

**NOTE:** This certification is applicable for all solicitations for competitive contracts expected to exceed \$100,000 (including all options) and competitive 8(a) contracts. It is not applicable to acquisitions of commercial items, or to contracts where the contractor's facilities are located outside the United States (the "United States" includes any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, and any other territory or possession over which the United States has jurisdiction)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies thatB

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
  - ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
  - ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
  - ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
  - ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
  - ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

19. **52.225-2 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEBRUARY 2000)**

**[Note: This provision is applicable for all requirements EXCEPT for 1) foreign contracts or 2) when one of the following two provisions (52.225-4, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate, or 52.225-6, Trade Agreements Certificate) apply.**

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled aBuy American Act--Balance of Payments Program--Supplies@ and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(b) Foreign End Products:

Line Item No.:

Country of Origin:

(List as necessary)

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

20. **52.225-4 BUY AMERICAN ACT NORTH AMERICAN FREE TRADE AGREEMENT--ISRAELI TRADE ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEBRUARY 2000)**

**[Note: This provision is applicable for requirements with a value exceeding \$25,000 but less than \$186,000 EXCEPT for 1) foreign acquisitions or 2) acquisitions that are exempt from NAFTA and the Israeli Trade Act. (See FAR 25.401).]**

- (a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled, ABuy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program@) and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
- (b) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled, ABuy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program@:

**NAFTA Country or Israeli End Products:**

Line Item No.:

Country of Origin:

(List as necessary)

- (c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled, ABuy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program.@ The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

**Other Foreign End Products**

Line Item No.:

Country of Origin:

(List as necessary)

- (d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**ALTERNATE I (FEBRUARY 2000)** As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

**[Note: Applies when the acquisition value exceeds \$25,000 but is less than \$50,000.]**

- (b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled ABuy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program@:

**Canadian End Products:**

Line Item No.:

(List as necessary)

**ALTERNATE II (FEBRUARY 2000)** As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

**[Note: Applies when the acquisition value is \$50,000 or more, but is less than \$53,150.]**

- (b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ABuy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program@:

**Canadian or Israeli End Products**

Line Item No.:

Country of Origin:

(List as necessary)

21. **52.225-6 TRADE AGREEMENTS CERTIFICATE - (FEBRUARY 2000)**

[Note: This provision is applicable for acquisitions valued at \$186,000 or more, if the Trade Agreement Act applies. (See FAR 25.401 and 25.403).]

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ATrade Agreements.@
- (b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

**Other End Products**

Line Item No.:

Country of Origin:

(List as necessary)

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

22. **52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION - (MAY 2001)**

- (a) Definitions. As used in this provision--

*Historically Black College or University* means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

*Minority Institution* means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a.)).

- (b) *Representation.* The offeror represents that it--

[ ] is [ ] is not a Historically Black College or University;

[ ] is [ ] is not a Minority Institution.

23. **52.227-6 ROYALTY INFORMATION - (APRIL 1984)**

- (a) **Cost or charges for royalties.** When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
  - (2) Date of license agreement.
  - (3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable.
  - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
  - (5) Percentage or dollar rate of royalty per unit.
  - (6) Unit price of contract item.
  - (7) Number of units.
  - (8) Total dollar amount of royalties.
- (b) **Copies of current licenses.** In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**(NOTE: Alternate I, below, is applicable for communication services and facilities by a common carrier.)**

**ALTERNATE I (APRIL 1984), 52.227-6 ROYALTY INFORMATION (APRIL 1984)**

Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

**24. 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)**

**Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.**

**Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.**

**If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS-coverage pursuant to 48 CFR 9903.201-2(C)(5) or 9903.201-2(c)(6), respectively.**

**I. Disclosure Statement -- Cost Accounting Practices and Certification**

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.**



(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) original and one copy to the cognizant Administrative Contracting Officer (ACO), or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and;
- (ii) one copy to the cognizant Federal auditor.

**(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable.. Forms may be obtained from the cognizant ACO or Federal official and/or from the looseleaf version of the Federal Acquisition Regulation).**

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that:

- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted, and

- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.**

- ☐ (5) Certificate of Disclosure Statement Due Date by Educational Institution.  
(ALTERNATE I - APRIL 1996)

If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903-202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (*check one and complete*):

- ☐ (i) A Disclosure Statement filing Due Date of \_\_\_\_\_ has been established with the cognizant Federal agency.  
☐ (ii) The Disclosure Statement will be submitted within the 6-month period ending \_\_\_\_\_ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed:

## **II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- ☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

**CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.**

## **III. Additional Cost Accounting Standards Applicable to Existing Contracts**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards Clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

25. **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE (DECEMBER 1994)**

**(Note: This certification applies only to those contract which contain provisions for children's services. The offeror's signature on the face page of these Representations and Certifications constitutes certification by the submitting organization of its compliance with the Act.)**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

26. **CERTIFICATION OF INSTITUTIONAL POLICY ON CONFLICT OF FINANCIAL INTEREST (OCTOBER 1995)**

**(Note: This certification is applicable to Research and Development (R&D) Contracts. However, this certification does not apply to SBIR-Phase I contractors.)**

By submission of its offer, the offeror certifies that:

- (1) A written and enforced administrative process to identify and manage, reduce or eliminate conflicting financial interest with respect to all research projects for which funding is sought from the NIH is [ ], is not [ ] currently in effect.
- (2) Should a process not be in effect at the time of the submission of its offer, the offeror certifies that it will, no later than 30 days subsequent to submission of its offer or prior to award, whichever is earlier, notify the Contracting Officer of the establishment of a written and enforced financial conflict of interest policy.

27. **15.406-2 CERTIFICATE OF CURRENT COST OR PRICING DATA**

**(When cost or pricing data are required in accordance with FAR 15.406-2, the Contracting Officer will request that the offeror complete, execute, and submit to the Contracting Officer a certification in the format shown in the following Certificate of Current Cost or Pricing Data. The certification shall be submitted only at the time negotiations are concluded. Offerors should complete the certificate and return it when requested by the Contracting Officer.)**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_ \* are accurate, complete, and current as of \_\_\_\_\_ \*\*.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm

Signature

Name

Title

Date of execution\*\*\*

\* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.)

\*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached, or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

\*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(End of Certificate)

**ATTACHMENT D – STANDARD AWARD**

**TITLE OF PROPOSAL:**

**SUBMITTING ORGANIZATION:**

**NAME/ADDRESS/PHONE/E-MAIL of CONTACT PERSONS:**

**BRIEF SUMMARY OF PROJECT (250 – 400 words):**

**ATTACHMENT E – EXPRESS AWARD**

**TITLE OF PROPOSAL:**

**SUBMITTING ORGANIZATION:**

**NAME/ADDRESS/PHONE/E-MAIL of CONTACT PERSONS:**

**BRIEF SUMMARY OF PROJECT (250 words):**

**ATTACHMENT F – STANDARD AWARD**

**SERVICES MATRIX:**

Services	Methods	Timeframe	Measures	Evaluation Methods

**TARGET COMMUNITIES MATRIX:**

Target Community	Methods	Timeframe	Measures	Evaluation Methods

PARTNERS MATRIX:

Partners	Methods	Timeframe	Measures	Evaluation Methods



EXAMPLE SERVICES MATRIX:

Services	Methods	Timeframe	Measures	Evaluation Methods
Develop a collection of consumer-oriented materials related to HIV/AIDS and a bibliography describing key resources	Identify materials; Acquire materials; Create two bibliographies	First round - Oct. 1995; Second round - Feb. 1996	Collection funds expended; Adequacy of the collection; Comparison of collection vs. questions asked	Comparison of use log with collection
Develop electronic collection	CD-ROM; Home page; Install and setup machines; Documentation	May 1996	Resources identified; Access provided; Comparison of resources with use	Completion of tasks; Assess use of different electronic resources
Raise level of awareness of Info Ctr services with HIV/AIDS organizations and with individuals in the county	Create brochure; Identify target groups; Make contacts	March 1996; March 1996; April 1996	Development and use of mailing lists; Development and distribution of fact sheets and brochures; County-wide awareness levels; Referrals by organizations	Completion of tasks
Provide print and electronic information to HIV/AIDS affected populations	Info Ctr service	Ongoing	Availability of all services; Number of users; Type of info provided; Satisfaction; Use of in-house/electronic ILL; ILLs accomplished; ILL delivery time	Use log; User survey; GM user survey; ILL & GM counts
Train library staff, staff of related organizations and users in accessing electronic HIV/AIDS info	Public tutorials; Staff training; Tours	April 1996; Started in Jan. 1996; Started in Jan. 1996 Ongoing	Training program developed; Number of training sessions held; Number trained; Evaluation of training	Completion of tasks; Counts
Provide programs on HIV/AIDS related topics		Quarterly	Number of programs held; Attendance; Later use of services	Completion of tasks; Counts

## Matrix Instructions

Use the matrices to provide an overview of your project in terms of the services you will provide, the population groups that you will reach, and the organizations that you will partner with. The matrices will provide us with summary information on how you plan to carry out your project and on how you plan to evaluate it. Use as many rows as necessary to describe your project. You may be able to reduce the amount of narrative text through the effective use of the summary matrices.

### Services matrix:

The first column should indicate the major services proposed; for example collection development, promotion, training, Grateful Med access, Internet access, or programming. An example service might be • train library staff, staff of related organizations and users in accessing electronic HIV/AIDS information •. Under the methods columns, indicate the tasks that need to be performed to plan and execute the service, for example •develop training module•. In the timeframe column, indicate when tasks will be carried out.

The last two columns of the matrix should reflect your plans for evaluating your project. We are interested in two general types of evaluation related to services:

1. Did you complete the tasks you set out to?
2. Were the services used?
3. What factors contributed to success or failure in carrying out tasks?

In most cases, the method for evaluating whether or not a task was completed is simply to record the fact that it was. Questions 2 and three are likely to require such evaluation methods as tallies or counts of activities and the reflections of people involved in the project about how well particular approaches worked. An elaborate evaluation plan is not required; focus on the questions that you think are key to understanding your project.

### Target community matrix:

The first column should focus on the particular groups to which services will be provided, for example •affected individuals within our county• or •staff and clients of county prevention programs and services•. Create separate rows of the target community matrix for groups that you will provide different services to. In general, complete the columns of the target community matrix in the same way that you did the service matrix. In the last two, evaluation-related, columns focus on awareness and use of your services by the target community and, where possible, the effects of the services on users. Among the evaluation methods to consider are tallies or counts of services used and some sort of user survey in which you determine whether or not users were satisfied with the service they received and found the information useful.

### Partners matrix:

The first column of the partners matrix should indicate the different groups with which you will work to carry out your project, for example, particular community-based organizations, government units, or libraries. In the methods column, indicate activities that will be carried out both jointly (e.g. joint development of a training session) and separately (e.g. the library will distribute brochures for you). In addition to completing the specified tasks, an evaluation method that you might find useful for partnership activities is a phone call or visit to the partner at the end of the project to obtain their assessment of both the project and the partnership.

**ATTACHMENT G****STANDARD AWARD  
[NAME OF ORGANIZATION]  
[NAME OF PROJECT]**

Type of Activity	Check if applicable	Comments
Internet Access		
Purchase Computers		
Training of clients		
Training of staff		
Training of general public		
Document Access (interlibrary loan, purchase books, etc)		
Resource Development (development of fact sheets, brochures, databases, etc.)		

Comments:

**STANDARD AWARD**  
**[NAME OF ORGANIZATION]**  
**[NAME OF PROJECT]**

**Type of Organization(s) Involved in Project**

Type of Organization	Check if Lead	Check if Partner (check all that apply)	Names of Organizations (Indicate Lead)
Community Organization			
Health Sciences Library			
Public Library			
Other Library			
Clinic			
Health Department			
Other Healthcare Organization			
Academic Organization			
Other – Specify			

Comments:

**STANDARD AWARD**  
**[NAME OF ORGANIZATION]**  
**[NAME OF PROJECT]**

**Target Populations (check all that apply)**

Types of Populations	Check if Primary Target(s)	Check if Secondary Target(s)
African Americans		
Asian/Pacific Islanders		
Hispanic Americans		
Native Americans		
Gay/Lesbian/Bisexual/Transgender		
Males		
Females		
Sex Workers		
General Public		
Students		
Substance Abusers		
Incarcerated Populations		
Prison Personnel		
Teens		
Seniors		
People living with HIV/AIDS		
Health care providers		
CBO staff/volunteers		
Librarians		
Other – please specify		

Comments:

**ATTACHMENT H****STANDARD AWARD  
National Library of Medicine  
AIDS Information Community Outreach Program****Checklist for Submission**

This checklist is intended to help you; it is not a requirement and does not need to be included in your proposal. This list includes information that reviewers look for and use in evaluating the proposals.

- ☐ Cover sheet with:
  - ☐ Title of Project
  - ☐ Name of Proposing Organization
  - ☐ Contact Information (technical and administrative, if different)
  - ☐ One paragraph abstract/summary
  - ☐ Proposal Category
- ☐ Statement of Work
- ☐ Resumes/CVs of proposed personnel OR Position descriptions with job requirements for empty positions
- ☐ Letters of commitment from formal partners
- ☐ Letters of support from community or other relevant groups
- ☐ Matrices and other forms
- ☐ Documents that show evidence of relevant experience such as samples of training materials developed, web sites, promotional materials.

## **Components of Statement of Work**

**Goal(s)** – long-range statements describing a desired condition (an ideal) that the project will work toward fulfilling. Goals can be written to describe (in general terms) the condition(s) that will exist at the end of a successful project. For information outreach projects goals often include improving access and use of health information.

**Objective(s)** – there are different kinds of objectives, but they are generally steps required to achieve the stated goals.

**Discussion** - how you will accomplish each objective including what the outcome will be, who the target population is, and what resources will be used. It is very important to fully discuss **HOW** you will accomplish the objective. This is the most important part of the entire proposal. For example, if you are going to be doing training make sure that you include a description of the content of the training.

**Target audience** – describe the target audience(s) including your connection with these groups. Discuss how you know this audience needs the project you are proposing. If you cannot refer to a formal needs assessment provide other types of supporting documentation including demographic information.

**Personnel** – describe the people who will be carrying out the project. Who will be responsible and what are their qualifications. Relate their qualifications to the work that will be done. If you will be hiring someone to do this work, include the job description and the requirements for the job.

**Evaluation** – discuss how you will know whether your project is a success. There are many measures of success. In a training activity you can conduct pre and post tests, you can assess how frequently someone uses a new tool, you can measure change in the number of hits to a web site after a promotional activity.



## **Helpful Hints**

### **Comments from previous review groups**

- The statement of work should be clear, concise and reasonably comprehensive. You should assume that the reviewers do not know about you or your organization and you should tell them clearly what you propose to do and how you will do it. You should be able to state this in no more than ten pages.
- Letters of support or commitment should be individualized and not appear as form letters simply signed by the sender. Letters of commitment should state specifically what each partner will do – what their responsibilities are – what their contribution will be. Support from local community representatives and potential users is viewed favorably and letters from relevant organizations is helpful (e.g., health department, churches, clinics, service organizations)
- The reviewers do not look favorably on a proposal to develop “yet another AIDS-related web site.” If you propose a web site as a significant part of your project, you should include substantive discussion about why this is important. For example, is there something unique about what you are doing – providing access to a unique and useful local resource, developing a web site in another language or for a specific culture not otherwise available.
- CONTENT – CONTENT – CONTENT: Make sure that you include a discussion of content. If you are developing materials make sure to include discussion about the content and make sure that the people doing the work are qualified. For example, if you are developing a web site that, among other things, will include web links you should discuss how those links will be selected (selection criteria are useful).
- Do not include excessive information or excessive supporting documentation. Include only information and documentation directly relevant to this project and proposal.

## ATTACHMENT I

**Cost Breakdown**  
**AIDS Community Information Outreach 2004**

Organization: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Period Covered: \_\_\_\_\_

EXPENDITURE CATEGORY	AMOUNT
PROFESSIONAL PERSONNEL	
SUPPORT PERSONNEL	
FRINGE BENEFITS	
EQUIPMENT	
SUPPLIES	
TRAVEL	
COMMUNICATIONS	
REPRODUCTION	
OTHER COSTS (SPECIFY)	
CONSULTANTS	
DOCUMENT DELIVERY	
TOTAL DIRECT COST	
[MODIFIED TOTAL DIRECT COST]	
OVERHEAD/IDC (____%)	
TOTAL	

***NOTE: The above categories are examples only and are not meant to be all-inclusive.***

## ATTACHMENT J

### **Application for NLM AIDS Community Information Outreach Express Award**

1. Name of project
2. Name of organization requesting funding
3. Contact information for organization requesting funding (include street, city, state, zip code, county, Congressional district, telephone number, fax number, email address, website URL)
4. Name, telephone number, and email address of primary contact for project (if different contacts for administrative and program issues, please supply both)
5. Name, address, and website URL of any other organization(s) participating in project
6. Indicate types of organizations involved in project

Type of Organization	Check if Lead	Check if Partner (check all that apply)
Community Organization		
Health Sciences Library		
Public Library		
Other Library		
Clinic		
Health Department		
Other Healthcare Organization		

Academic Organization		
Other - Specify		

7. Amount of funding requested (up to \$10,000) Also include budget breakdown and justification

8. Goals and objectives of project

9. Target audience for project (check all that are appropriate)

Types of Populations	Check if Primary Target(s)	Check if Secondary Target(s)
African Americans		
Asian/Pacific Islanders		
Hispanic Americans		
Native Americans		
Gay/Lesbian/Bisexual/Transgender		
Males		
Females		
Sex Workers		
General Public		
Students		
Substance Abusers		
Incarcerated Populations		
Prison Personnel		
Teens		
Seniors		
People living with HIV/AIDS		
Health care providers		
CBO staff/volunteers		
Librarians		
Other – please specify		

10. Indicate which of the following activities will be conducted as part of the project

Type of Activity	Check if applicable	Comments
Internet Access		
Purchase Computers		
Training of clients		
Training of staff		
Training of general public		
Document Access (interlibrary loan, purchase books, etc)		
Resource Development (development of fact sheets, brochures, databases, etc.)		

11. Include a **brief** narrative description of the work that will be performed as part of this project – how the objectives of the project will be achieved (attach pages, as necessary)

12. How will you promote your project to the target audience(s)?

13. How will you evaluate your project's effect or success? How will you know whether your project is successful?

14. List and describe personnel who will carry out the project. Either describe their qualifications in a narrative form including education, training, and experience or attach resumes or CVs. Indicate their role in the project.

## **ATTACHMENT K**

### **STANDARD AWARD AND EXPRESS AWARD**

**The following is to be used for the final report and not submitted as part of the proposal.**

**AIDS Community Information Outreach Project  
Final Report Format  
[NAME OF PROJECT]  
[NAME OF ORGANIZATION]  
[PURCHASE ORDER NUMBER]**

1. Description of your organization
2. Goals of the project
- 3a. Services developed or expanded (e.g. collection development, online searching, reference services, web access, training, publication)
- 3b. Novel features of the services (if any)
- 3c. Quantity and quality of services provided
- 4a. How services were promoted (please send NLM copies of all promotional materials developed AND all publicity received such as video clips from TV news reports, articles in newspapers or newsletters, photographs, etc.)
- 4b. Effectiveness of promotion
5. Target populations (indicate if different for each service)
6. Sites at which services were provided
- 7a. Partnerships/collaborations (originally proposed and others)
- 7b. Accomplishments from partnerships and collaborations (from your and their perspective)
8. Key milestones and dates that they were accomplished
9. Problems and barriers encountered
10. Did you accomplish your goals? If not, why not? Were there unanticipated accomplishments? What do you consider to be your most significant accomplishments?

11. Project impact
12. Lessons learned
13. Future plans



**FINAL REPORT**  
**[NAME OF PROJECT]**  
**[NAME OF ORGANIZATION]**

Type of Activity	Check if applicable	Comments
Internet Access		
Purchase Computers		
Training of clients		
Training of staff		
Training of general public		
Document Access (interlibrary loan, purchase books, etc)		
Resource Development (development of fact sheets, brochures, databases, etc.)		

Comments:

**FINAL REPORT**  
**[NAME OF PROJECT]**  
**[NAME OF ORGANIZATION]**  
**[PURCHASE ORDER NUMBER]**

**Type of Organization(s) Involved in Project**

Type of Organization	Check if Lead	Check if Partner (check all that apply)	Names of Organizations (Indicate Lead)
Community Organization			
Health Sciences Library			
Public Library			
Other Library			
Clinic			
Health Department			
Other Healthcare Organization			
Academic Organization			
Other - Specify			

Comments:

**FINAL REPORT**  
**[NAME OF PROJECT]**  
**[NAME OF ORGANIZATION]**  
**[PURCHASE ORDER NUMBER]**

**Target Populations (check all that apply)**

Types of Populations	Check if Primary Target(s)	Check if Secondary Target(s)
African Americans		
Asian/Pacific Islanders		
Hispanic Americans		
Native Americans		
Gay/Lesbian/Bisexual/Transgender		
Males		
Females		
Sex Workers		
General Public		
Students		
Substance Abusers		
Incarcerated Populations		
Prison Personnel		
Teens		
Seniors		
People living with HIV/AIDS		
Health care providers		
CBO staff/volunteers		
Librarians		
Other – please specify		

Comments: